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Attorneys for Plaintiff
RICHARD TRAVERSO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**DECLARATION OF RICHARD A. SIPOS
RE. NON-FILING OF JOINT
STATEMENT OF UNDISPUTED FACTS**

Action Removed: July 13, 2007
Trial Date: April 7, 2008

I, Richard A. Sipos, declare:

1. I am an attorney licensed to practice law in the State of California and am licensed to practice before the United States District Court for the Northern District of California. I am a partner with Wendel, Rosen, Black & Dean, LLP, attorneys of record for Plaintiff RICHARD TRAVERSO.

2. This declaration is made pursuant to Local Rule 56-2. I have personal knowledge of the matters stated herein and if called upon to testify could and would competently do so.

3. On February 14, 2008, not having received an opposition to Plaintiff's Motion for Summary Adjudication set for hearing on February 27, 2008, my associate, Garret D. Murai, prepared and emailed to counsel for Defendant CLEAR CHANNEL OUTDOOR, INC. ("Clear Channel"), a proposed Joint Statement of Undisputed Facts. I later revised that Joint Statement and provided my revisions to Clear Channel's Counsel.

/s/ Richard A. Sipos
Richard A. Sipos

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DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**[PROPOSED] JOINT STIPULATION OF
UNDISPUTED FACTS**

Action Removed: July 13, 2007
Trial Date: April 7, 2008

Plaintiff RICHARD TRAVERSO and Defendant CLEAR CHANNEL OUTDOOR, INC.,
by and through their attorneys of record, file the following joint stipulation of undisputed facts in
anticipation of Plaintiff's Motion for Summary Adjudication set for February 27, 2008:

1. Plaintiff and Defendant were parties to a commercial lease effective May 1, 1984,
or subsequently amended in writing by the parties, which allowed Defendant to use the premises
located at 650-660 Bryant Street, San Francisco, California (the "Premises") for purposes of
operating a billboard thereon (the "Lease").

*JOINT STIPULATION OF UNDISPUTED FACTS – Case
No. C07-3629 MJJ*

2. Plaintiff has brought an unlawful detainer action against Defendant alleging that the Lease expired on February 28, 2007, and that Defendant has wrongfully maintained possession of the Premises since said date.

3. Plaintiff has filed a motion for summary adjudication seeking an order finding that the Lease terminated on February 28, 2007, that Defendant has wrongfully retained possession of the Premises since March 1, 2007, that Plaintiff is entitled to possession of the Premises, and that the only remaining issue to be adjudicated is damages arising from Defendant's wrongful retention of the Premises and continued operation of the billboard located thereat from and after March 1, 2007.

4. Defendant has conceded that the Lease did properly terminate on February 28, 2007, that Plaintiff is entitled to immediate possession of the Premises, and that the only remaining issue to be adjudicated is the reasonable rent of the Premises for purposes of determining the damages owed by Defendant arising from its retaining possession of the Premises from March 1, 2007, through the earlier of the date Defendant delivers possession of the Premises to Plaintiff (whether voluntarily or by execution against it of a Writ of Possession) or the date the Court enters Judgment on Plaintiff's claim for damages.

Dated: February 15, 2008

WENDEL, ROSEN, BLACK & DEAN LLP

By: _____

Richard A. Sipos
Attorneys for Plaintiff
RICHARD TRAVERSO

Dated: February ____, 2008

REED SMITH LLP

By: _____

David S. Reidy
Attorneys for Defendant
CLEAR CHANNEL OUTDOOR, INC.

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